ions on the ground of public policy. *Mutual Life Ins. Co.* v. *Lovejoy,* (Ala., 1917) 78 So. 299, (suicide of insured); *Sun Life Ins. Co.* v. *Taylor,* 108 Ky. 408, (death due to wrongful act of insured); *Holdom* v. *United Workmen,* 159 Ill. 619, (insured killed by insane beneficiary); *Collins* v. *Metro. Life* Ins. Co., 232 Ill. 37, (insured executed for crime). The latter case involved the identical policy litigated in the Pennsylvania case *supra,* and the reasoning of the court is striking. "If a man who is executed for a crime has at his death $1,000 in real estate, $1,000 in chattels, and $1,000 life insurance payable to his estate, his real estate descends to his heirs and his personal chattels to his administrator, but the $1,000 life insurance must be left in the hands of the company who has received the premiums because it is said to be contrary to public policy to require the company to pay, lest by so doing it lend encouragement to other policy holders to seek murder, and execution therefor, in order that their estates or heirs might profit thereby." See also (execution of insured) 6 MICH. L. REV. 489, 22 YALE L. J. 158, 292; (incontestable policy) 82 CENT. L. J. 386; 17 VA. L. REG. 1; Ann. Cas. 1917 D 1183; L. R. A. 1918 A 898.

LANDLORD AND TENANT—HOLDING OVER—TENANCY FROM YEAR TO YEAR—DATE OF COMMENCEMENT—NOTICE TO QUIT.—By an agreement plaintiff let premises to defendant from November 11, 1915, to December 25, 1916, at yearly rent payable in quarterly installments. The defendant held over without any further agreement so that by plaintiff's acceptance of the quarter's rent on March 25, 1917, defendant was recognized as tenant from year to year. On June 8, 1917, defendant gave notice that he would quit the premises on December 25, 1917. Plaintiff contended that since the original entry was on November 11, the tenancy could be terminated only on November 11 of some year, and hence the notice on June 8 was ineffective because not six months prior to November 11. *Held,* that this year to year tenancy was a new tenancy commencing December 25, 1916 and determinable on any subsequent Christmas Day by giving six months notice. *Croft* v. *Blay,* (1919) 88 L. J. (Ch.) 545.

The principal case is an affirmance of the conclusion of Astbury, J., noted, *ante,* p. 64. This decision should clear up a matter regarding which there has been confusion since the publication of COLE ON EJECTMENT, in 1857. This book contained a statement, relied upon by the losing party in the principal case, which Warrington, L. J., refers to as the *fons et origo mali.*

LIBEL—FALSE STATEMENT AS TO RECORD OF JUDGMENT—INJURY TO CREDIT—INNUENDO.—The defendants erroneously published in their gazette that a decree in absence had been taken against the plaintiff in a small debts court. The plaintiff in action for libel alleges that the publication "falsely represented that he was given to or had begun to *refuse or delay* to make payment of his debts and that he was a person to whom credit should not be given." *Held,* the publication warranted the innuendo and the defendants were not protected by a headnote to the effect that "in no case does publication of the decree imply inability to pay on the part of anyone named or anything more